

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Oana D. Ladar and Florin O. Ladar (wife & husband)

(b) County of Residence of First Listed Plaintiff Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Marc S. Rosenberg, Esquire, 401 City Avenue, Suite 122, Bala Cynwyd,
PA 19004, 610-667-3660

DEFENDANTS

Nationwide Mutual Insurance Company, Nationwide Mutual Fire
Insurance Company, Nationwide Property and Casualty Insurance
Company, Nationwide General Insurance Company and Nationwide In

County of Residence of First Listed Defendant Franklin
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Pamela A. Carlos, Esquire, 1601 Market Street, 16th Floor,
Philadelphia, PA 19103 (215) 665-3315

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC Section 1332

Brief description of cause:

Underinsured motorist claim

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/27/2019

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD



RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 909 Kings Arms Drive, Downingtown, PA 19335
 Address of Defendant: One Nationwide Plaza, Columbus, Ohio 43215
 Place of Accident, Incident or Transaction: SR 30 On Ramp in Caln Township, Chester County

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 6/27/19


 Attorney-at-Law / Pro Se Plaintiff

56396
 Attorney I.D. # (if applicable)

CIVIL: (Place a √ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury *(Please specify):* _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases
(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: _____

 Attorney-at-Law / Pro Se Plaintiff

 Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
CASE MANAGEMENT TRACK DESIGNATION FORM**

OANA D. LADAR AND FLORIN O. LADAR :
(wife & husband) :

v. :

CIVIL ACTION NO. :

NATIONWIDE MUTUAL INSURANCE :
COMPANY, NATIONWIDE MUTUAL FIRE :
INSURANCE COMPANY, NATIONWIDE :
PROPERTY AND CASUALTY INSURANCE :
COMPANY, NATIONWIDE GENERAL :
INSURANCE COMPANY AND :
NATIONWIDE INSURANCE COMPANY :
OF AMERICA :

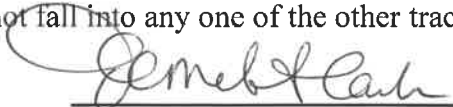
In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

6/27/2019

Date



Pamela A. Carlos, Esquire
Attorney for Defendant, Nationwide Mutual
Insurance Company et al.

(215) 561-4300

Telephone

(Civ. 660) 10/02

(215) 561-6661

FAX Number

carlos@bbs-law.com

E-Mail Address

5. Defendant is now, and was at the time plaintiffs filed their complaint, a corporation organized under the laws of the State of Ohio and with its principal place of business at One Nationwide Plaza in Columbus, Ohio.

6. As defendant is a citizen of Ohio and plaintiffs are citizens of Pennsylvania, complete diversity existed between the parties both at the time of the filing of the complaint and at the time of the filing of this notice of removal.

7. Defendant, Nationwide, has simultaneously with the filing of this notice, given written notice to the plaintiffs.

8. Defendant seeks to remove this matter to the United States District Court for the Eastern District of Pennsylvania. Defendant asserts that the amount in controversy in this matter exceeds \$75,000. As the moving party, defendant bears the burden of proving that jurisdiction is proper in federal court. Russ vs. State Farm Mut. Auto. Ins. Co., 961 F.Supp. 808, 810 (E.D. Pa. 1997).

9. In determining whether the jurisdiction amount has been satisfied, the Court must first look at the Complaint. Angus vs. Shiley, Inc., 989 F.2d 142, 145 (3rd Circ. 1993).

10. The underlying lawsuit as alleged in the Complaint arises out of allegations that Nationwide breached the insurance contract by failing to adequately pay plaintiffs' underinsured motorist benefits for injuries sustained in an accident that occurred on June 29, 2016. See Exhibit "A".

11. There is no specific assertion as to the amount in controversy set forth in plaintiffs' complaint. However, plaintiffs generally aver that the policy with Nationwide provided

underinsured motorist coverages in the amount of \$100,000 per person and there are two plaintiffs in the instant lawsuit. See Exhibit “A”.

12. Moreover, plaintiffs generally aver damages in their Wherefore clauses that are in excess of \$50,000. See Exhibit “A”.

13. In addition, as the Complaint is currently written, it appears that plaintiffs are also asserting a claim for bad faith as plaintiffs aver that Nationwide failed to handle their claims in good faith. See Exhibit “A”, ¶28.

14. With reference to a bad faith claim pursuant to 42 Pa. C.S.A. §8371, plaintiffs could be seeking attorney’s fees. Attorney’s fees must also be included in determining the amount in controversy. Neff vs. General Motors Corp., 163 F.R.D. 478, 482 (E.D. Pa. 1995). It would not be unreasonable to expect that over the course of an approximate six month litigation, counsel could incur costs and fees in an amount approaching \$15,000.

15. In addition, it is anticipated that if plaintiffs are making a claim for bad faith, plaintiffs will also seek punitive damages pursuant to 42 Pa. C.S.A. §8371. Whether both actual and punitive damages are recoverable, punitive damages are properly considered in determining whether the jurisdictional amount has been satisfied. Bell vs. Preferred Life Assurance Soc’y, 320 U.S. 238, 240, 88 L. Ed. 15, 64 S. Ct. 5 (1943). The contractual amount in controversy alleged in the Complaint is in excess of \$50,000 based on the allegations in the Complaint, coupled with estimated reasonable attorneys’ fees, and if plaintiffs are able to sustain a finding of bad faith, although the propriety of same is disputed by moving defendant, it is not unreasonable to expect that a punitive damage award five or six times the amount in controversy could be rendered by the trier of fact.

4

WHEREFORE, defendant, Nationwide Property and Casualty Insurance Company, hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

By: 

PAMELA A. CARLOS, ESQUIRE
LILY K. HUFFMAN, ESQUIRE
Attorney for Defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
carlos@bbs-law.com
(215)665-3315
huffman@bbs-law.com
(215) 665-3353

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

OANA D. LADAR AND FLORIN O. LADAR :
(wife & husband) :
:
:
v. :
: NO.
NATIONWIDE MUTUAL INSURANCE :
COMPANY, NATIONWIDE MUTUAL FIRE :
INSURANCE COMPANY, NATIONWIDE :
PROPERTY AND CASUALTY INSURANCE :
COMPANY, NATIONWIDE GENERAL :
INSURANCE COMPANY AND :
NATIONWIDE INSURANCE COMPANY :
OF AMERICA :


NOTICE

TO: Marc S. Rosenberg, Esquire
401 City Avenue, Suite 122
Bala Cynwyd, PA 19004

PLEASE TAKE NOTICE that defendant, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company and Nationwide Insurance Company of America, has filed in this Court a verified Notice for Removal of the State Court action, Oana D. Ladar and Florin O. Ladar vs. Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company and Nationwide Insurance Company of America, now pending in the Court of Common Pleas of Chester County, Pennsylvania, No. 2019-04902-TT.

PLEASE TAKE FURTHER NOTICE that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Chester County, Pennsylvania.

PLEASE BE ADVISED that by virtue of 28 U.S.C. §1446(f), the State action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

BY: 
PAMELA A. CARLOS, ESQUIRE
LILY K. HUFFMAN, ESQUIRE
Attorneys for Defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
carlos@bbs-law.com
(215) 665-3315
huffman@bbs-law.com
(215) 665-3353

DATE: 6/27/19

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

OANA D. LADAR AND FLORIN O. LADAR :
(wife & husband) :

v. :

No. :

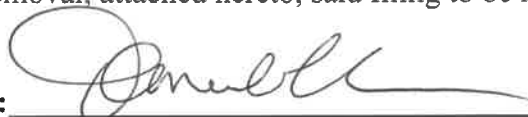
NATIONWIDE MUTUAL INSURANCE :
COMPANY, NATIONWIDE MUTUAL FIRE :
INSURANCE COMPANY, NATIONWIDE :
PROPERTY AND CASUALTY INSURANCE :
COMPANY, NATIONWIDE GENERAL :
INSURANCE COMPANY AND :
NATIONWIDE INSURANCE COMPANY :
OF AMERICA :

**DEFENDANT'S CERTIFICATION OF FILING OF
COPY OF NOTICE OF REMOVAL WITH STATE COURT**

Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is a member with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company and Nationwide Insurance Company of America.

That she did direct the filing with the Prothonotary of the Court of Common Pleas of Chester County a copy of the Notice of Removal, attached hereto, said filing to be made on June 27, 2019.

BY:



PAMELA A. CARLOS, ESQUIRE
Attorney for defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
Carlos@bbs-law.com
(215) 665-3315

Sworn to and subscribed
before me this 27th day
of June, 2019.



NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
JUDITH MARTINEZ - Notary Public
Philadelphia County
My Commission Expires Oct 18, 2021
Commission Number 1278782

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

OANA D. LADAR AND FLORIN O. LADAR :
(wife & husband) :
 :
 :
v. : No.
 :
 :
NATIONWIDE MUTUAL INSURANCE :
COMPANY, NATIONWIDE MUTUAL FIRE :
INSURANCE COMPANY, NATIONWIDE :
PROPERTY AND CASUALTY INSURANCE :
COMPANY, NATIONWIDE GENERAL :
INSURANCE COMPANY AND :
NATIONWIDE INSURANCE COMPANY :
OF AMERICA :

CERTIFICATE OF SERVICE

Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company and Nationwide Insurance Company of America and that she certifies that a true and correct copy of this Removal Petition was filed electronically and is available for viewing and downloading from the Electronic Case filing system which constitutes service upon the following counsel of record:

Marc S. Rosenberg, Esquire
401 City Avenue, Suite 122
Bala Cynwyd, PA 19004

BY: 

PAMELA A. CARLOS, ESQUIRE
Attorney for Defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 665-3353


Sworn to and subscribed
before me this 27th day
of June, 2019.


NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
JUDITH MARTINEZ - Notary Public
Philadelphia County
My Commission Expires Oct 18, 2021
Commission Number 1278782

AFFIDAVIT

I, Pamela A. Carlos, Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company and Nationwide Insurance Company of America, the Petitioner in the foregoing Notice of Removal, that I have been duly authorized by the Petitioner to execute this Affidavit, that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to read 'Pamela', is written over a horizontal line.

PAMELA A. CARLOS, ESQUIRE

DATE: June 27, 2019

EXHIBIT “A”

L00246140171052819

MAMMUTH & ROSENBERG
 BY: MARC S. ROSENBERG, ESQUIRE
 ATTORNEY I.D. NO.: 44457
 401 CITY AVENUE, SUITE 122
 BALA CYNWYD, PA 19004-1122
 TELEPHONE: 610-667-1500
 FAX: 610-667-3660
 EMAIL: Rosenberg@plaintiff.com
 ATTORNEY FOR PLAINTIFFS

THIS IS A MAJOR CASE.
JURY TRIAL IS DEMANDED.

Filed and Attested by

PROTHONOTARY

May 2019 01:10 PM

S. Paery

PROTHONOTARY

OANA D. LADAR and
 FLORIN O. LADAR (wife & husband
 909 KINGS ARMS DRIVE
 DOWNINGTOWN, PA 19335

Plaintiffs

V.

NATIONWIDE MUTUAL INSURANCE
 COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE MUTUAL FIRE
 INSURANCE COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE PROPERTY AND
 CASUALTY INSURANCE COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE GENERAL INSURANCE
 COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE INSURANCE COMPANY
 OF AMERICA

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

Defendants

CHESTER COUNTY
 COURT OF COMMON PLEAS

NO.: _____

NOTICE TO DEFENDANTS

L00246140172052819

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim, or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Chester County Bar Association
15 West Gay Street
West Chester, PA 19380
Phone (610) 692-1889

L00246140173052819

MAMMUTH & ROSENBERG
 BY: MARC S. ROSENBERG, ESQUIRE
 ATTORNEY I.D. NO.: 44457
 401 CITY AVENUE, SUITE 122
 BALA CYNWYD, PA 19004-1122
 TELEPHONE: 610-667-1500
 FAX: 610-667-3660
 EMAIL: Rosenberg@plaintiff.com
 ATTORNEY FOR PLAINTIFFS

THIS IS A MAJOR CASE.
JURY TRIAL IS DEMANDED.

OANA D. LADAR and
 FLORIN O. LADAR (wife & husband)
 909 KINGS ARMS DRIVE
 DOWNINGTOWN, PA 19335

Plaintiffs

V.

NATIONWIDE MUTUAL INSURANCE
 COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE MUTUAL FIRE
 INSURANCE COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE PROPERTY AND
 CASUALTY INSURANCE COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE GENERAL INSURANCE
 COMPANY

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

AND

NATIONWIDE INSURANCE COMPANY
 OF AMERICA

ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215

Defendants

CHESTER COUNTY
 COURT OF COMMON PLEAS

UNDERINSURED MOTORIST CLAIM

NO.: _____

COMPLAINT

L00246140174052819

1. The plaintiff, Oana D. Ladar, is an adult individual who resides at the above address.
2. The plaintiff, Florin O. Ladar, is an adult individual and the spouse of plaintiff, Oana D. Ladar, who resides with her at the above address.
3. The defendant, Nationwide Mutual Insurance Company, is a business corporation organized and existing under the laws of the State of Ohio, which is authorized to conduct business and issue policies of insurance in the Commonwealth of Pennsylvania, which also routinely and regularly engages in business in the County of Chester, Commonwealth of Pennsylvania, with its registered headquarters location at the above address.
4. The defendant, Nationwide Mutual Fire Insurance Company, is a business corporation organized and existing under the laws of the State of Ohio, which is authorized to conduct business and issue policies of insurance in the Commonwealth of Pennsylvania, which also routinely and regularly engages in business in the County of Chester, Commonwealth of Pennsylvania, with its registered headquarters location at the above address.
5. The defendant, Nationwide Property and Casualty Insurance Company, is a business corporation organized and existing under the laws of the State of Ohio, which is authorized to conduct business and issue policies of insurance in the Commonwealth of Pennsylvania, which also routinely and regularly engages in business in the County of Chester, Commonwealth of Pennsylvania, with its registered headquarters location at the above address.

L00246140175052819

6. The defendant, Nationwide General Insurance Company, is a business corporation organized and existing under the laws of the State of Ohio, which is authorized to conduct business and issue policies of insurance in the Commonwealth of Pennsylvania, which also routinely and regularly engages in business in the County of Chester, Commonwealth of Pennsylvania, with its registered headquarters location at the above address.

7. The defendant, Nationwide Insurance Company of America, is a business corporation organized and existing under the laws of the State of Ohio, which is authorized to conduct business and issue policies of insurance in the Commonwealth of Pennsylvania, which also routinely and regularly engages in business in the County of Chester, Commonwealth of Pennsylvania, with its registered headquarters location at the above address.

8. At all material and relevant times hereto, the aforementioned defendants routinely and regularly conduct business in the County of Chester, Commonwealth of Pennsylvania.

9. At all times material hereto, the aforementioned defendants acted or failed to act through their agents, servants, workman and/or employees all in the scope and scope of such relationships.

11. At all times relevant hereto, the plaintiffs, Oana D. Ladar and Florin O. Ladar (wife and husband), were covered individuals and/or insured individuals pursuant to an automobile liability insurance policy issued to the plaintiffs, by defendants, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company and Nationwide Insurance Company Of America (herein after referred to as defendants), bearing the policy

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number 58 37 D 904802. (See a true and correct copy of plaintiffs' automobile declaration page, which is attached hereto and marked as Plaintiffs' Exhibit "A".)

12. At the time the plaintiffs purchased the policy, they elected to purchase bodily injury limits in excess of the minimum coverage required by the Commonwealth of Pennsylvania in order to protect the financial integrity of persons who may suffer bodily injury as a result of Plaintiffs' negligence while operating a motor vehicle.

13. As a result of the plaintiffs' election of bodily injury liability limits in an amount greater than the minimum coverage required by law, they paid, and the defendants accepted, increased premium payments.

14. At the time the plaintiffs purchased the policy, they elected to purchase underinsured motorist benefits.

15. As a result of plaintiffs' election of underinsured motorist benefits, they paid, and the defendants accepted, increased premium payments.

16. The aforesaid automobile liability insurance policy provides coverage for negligence of an underinsured motorist in the amount of One Hundred Thousand Dollars (\$100,000.00) each person/Three Hundred Thousand Dollars (\$300,000.00) each accident, with three (3) vehicles on the policy. (See a true and correct copy of plaintiffs' automobile declaration page, which is attached hereto and marked as Plaintiffs' Exhibit "A".)

17. The aforesaid policy was in full force and effect on June 29, 2016, at which time the plaintiffs, Oana D. Ladar, was involved in an automobile accident, causing the plaintiff, Oana D. Ladar, to sustain serious and severe personal injuries, as further described herein below.

18. On or about June 29, 2016, at approximately 5:53p.m., the plaintiff, Oana D. Ladar, was the owner and operator of a 2007 Acura SDX traveling on Horseshoe Pike at or near its intersection with SR 30 on ramp, in Caln Township, Chester County, Commonwealth of Pennsylvania.

19. On the aforesaid date and time, at the aforesaid location, the plaintiff's 2007 Acura SDX collided with a 2014 Ford F150, owned and being operated by Steven B. Irons, when Mr. Irons failed to yield the right of way while turning left, on the eastbound SR 30 ramp intersection with SR 322. (See a true and correct copy of the Commonwealth of Pennsylvania Non-Reportable Crash Record, which is attached hereto and marked as Plaintiffs' Exhibit "B".)

20. The tortfeasor, Steven B. Irons, operated his the vehicle, in a careless, negligent and otherwise unlawful manner, when he failed to yield the right of way to the plaintiff's vehicle, thereby causing the collision.

21. As a result of said collision, the plaintiff, Oana D. Ladar, was violently thrown about within her vehicle and was caused to suffer severe and permanent personal injuries, as herein below described.

22. As a direct and proximate result of the negligence of the tortfeasor, Steven B. Irons, the plaintiff, Oana D. Ladar, suffered and will continue to suffer from severe and permanent injuries, including, but not limited to, disc herniation at C5-6 with impingement of the left C6 nerve root, disc bulges at C4-5 and C6-7, cervical strain and sprain, thoracic strain and sprain, lumbar strain and sprain, headaches and damage to her nerves and nervous system and various other ill and injuries; the full extent of which are not yet known.

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23. As a direct and proximate result of the negligence of the tortfeasor, Steven B. Irons, the plaintiff, Oana D. Ladar, required and will continue to require medical care and treatment, surgery, physical therapy, x-rays, diagnostic testing, use of pain medications, and the use of rehabilitative services.

24. As a direct and proximate result of the negligence of the tortfeasor, Steven B. Irons, the plaintiff, Oana D. Ladar, has incurred medical expenses and she will continue to incur medical expenses for the care and treatment of her injuries for a long and indefinite time in the future.

25. As a direct and proximate result of the negligence of the tortfeasor, Steven B. Irons, the plaintiff, Oana D. Ladar, has suffered a loss of earnings since the date of the accident and she may continue to suffer a loss of earnings and an impairment of her future earning capacity.

26. As a direct and proximate result of the negligence of the tortfeasor, Steven B. Irons, the plaintiff, Oana D. Ladar, has suffered and will continue to suffer from pain, discomfort, inconvenience, anxiety, embarrassment, the inability to engage in her usual daily activities and the deprivation of the ordinary and usual enjoyment of life and life's pleasures.

27. At the time of the collision, the tortfeasor's vehicle was insured by Travelers Indemnity Insurance Company with bodily injury liability protection limits in the amount of One Hundred Thousand Dollars (\$100,000.00). (See a true and correct copy of the Auto Insurance Coverage Summary/Declaration Page, for the policy of insurance which Steven B. Irons had with Travelers Indemnity Insurance Company, which is attached hereto and marked as Plaintiffs' Exhibit "C".)

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28. The tortfeasor's bodily injury policy limits of One Hundred Thousand Dollars (\$100,000.00) are not adequate to compensate the plaintiff, Oana D. Ladar, for the injuries she sustained as a result of the subject collision.

29. The underinsured motorist was negligent and legally responsible for causing the motor vehicle accident and the plaintiff, Oana D. Ladar's resultant injuries, as herein below described.

30. As a result of the aforementioned motor vehicle accident, the plaintiff, Oana D. Ladar, is entitled to underinsured motorist benefits for pain, suffering and disability as a result of the injuries she sustained.

31. The plaintiff, Oana D. Ladar, promptly and duly notified the defendants of the aforesaid accident.

32. The defendants immediately assigned Claim Number: 332188-GD to this accident.

33. On June 15, 2018, the defendants, waived its subrogation rights and granted and granted consent to settle to the plaintiffs to settle the insured third party injury claim with Travelers Insurance, who insures the tortfeasor, Steven B. Irons. (See a true and correct copy defendants' letter of June 15, 2018, which is attached hereto and marked as Plaintiff's Exhibit "D.")

34. The defendants have in bad faith, willfully, without reasonable foundation, failed and refused to investigate, evaluate and negotiate the plaintiff, Oana D. Ladar's underinsured motorist claim, and to promptly resolve/settle her claim for an amount, which is fair and

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equitable, based upon the severe and permanent personal injuries, the plaintiff suffered, as
aforementioned above.

35. The defendants have refused to proceed to underinsured motorist arbitration.

36. For the reasons set forth above, the defendants have violated their obligations
under the policy of insurance.

COUNT I - BREACH OF CONTRACT

**PLAINTIFFS, OANA D. LADAR AND FLORIN O. LADAR (wife & husband)
V. DEFENDANTS, NATIONWIDE MUTUAL INSURANCE COMPANY
AND NATIONWIDE MUTUAL FIRE INSURANCE COMPANY AND
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY
AND NATIONWIDE GENERAL INSURANCE COMPANY AND
NATIONWIDE INSURANCE COMPANY OF AMERICA**

37. The plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband), hereby
incorporate by reference the averments contained in paragraphs 1 through 36 above, as the same
were set forth fully herein.

38. The plaintiffs, Oana D. Ladar and Florin O. Ladar, have fully complied with all of
the terms, conditions and duties required under the policy.

39. The defendants have failed to objectively and fairly evaluate the plaintiffs'
claim.

40. The defendants have failed to promptly offer payment of the reasonable and
fair value of the plaintiffs' claim.

41. The defendants have failed to reasonably investigate the plaintiffs' claim,
inasmuch as a thorough and proper inquiry would have revealed that the plaintiff, Oana D. Ladar,
sustained serious injuries, as a result of the motor vehicle accident of June 29, 2016.

42. As the insurer of the plaintiffs, the defendants owe a fiduciary contractual and statutory obligation to the plaintiffs to investigate, evaluate and negotiate the underinsured motorist claim in good faith and to arrive at a prompt, fair and equitable settlement.

43. For the reasons set forth above, the defendants have violated their obligations under the policy of insurance.

WHEREFORE, the plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband) respectfully request that this Honorable Court grant judgment in their favor and against the defendants, individually, jointly and severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with compensatory damages, punitive damages, interest, costs of suit, attorney's fees, and such other relief as this Honorable Court deems just and proper.

COUNT II - NEGLIGENCE

**PLAINTIFFS, OANA D. LADAR AND FLORIN O. LADAR (wife & husband)
V. DEFENDANTS, NATIONWIDE MUTUAL INSURANCE COMPANY
AND NATIONWIDE MUTUAL FIRE INSURANCE COMPANY AND
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY
AND NATIONWIDE GENERAL INSURANCE COMPANY AND
NATIONWIDE INSURANCE COMPANY OF AMERICA**

44. The plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband), hereby incorporate by reference the averments contained in paragraphs 1 through 43 above, as the same were set forth fully herein.

45. At all times relevant to this Complaint, the defendants, its agents, servants, workmen and employees were acting in concert with, or as the agents, servants, workmen and employees of defendants.

46. At all times relevant to this Complaint, the plaintiffs intended and believed that any and all disputed underinsured motorist claims made under the policy would be decided by arbitration in order to effectuate a prompt, inexpensive and fair resolution of such claims.

47. At all times relevant to this Complaint, the defendants and/or the defendants' authorized agents and/or defendants' employees, knew or should have known that the plaintiffs intended and believed that any and all disputed underinsured motorist claims would be decided by arbitration.

48. At no time did the defendants, the defendants' authorized agents and/or the defendants' employees advise the plaintiffs of the language contained in the policy of insurance sold to them or how it would affect the resolution of a disputed underinsured motorist claim made by them under the policy.

49. At no time did the defendants, the defendants' authorized agents and/or the defendants' employees make available to the plaintiffs for purchase automobile insurance coverage, which would have guaranteed her the right to arbitrate an underinsured motorist claim made under the policy.

50. The defendants' actions were negligent, careless and reckless, with respect to the plaintiff in that the defendant, Allstate:

- a. Failed to properly notify the plaintiffs that it could compel them to resolve any and all underinsured motorist claims by way of trial rather than arbitration;
- b. Failed to provide the plaintiffs with underinsured motorist coverage in accordance with their expectations concerning the resolution of such claims;

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- c. Failed to inform the plaintiffs that the policy required mutual agreement of the parties to resolve a disputed underinsured motorist claim by way of arbitration rather than requiring mandatory arbitration on the issue of damages in an underinsured motorist claim, when the defendants, knew or should have known that the plaintiffs would not agree or elect to resolve a disputed underinsured motorist claim by any means other than mandatory arbitration due to the increased cost and time associated with litigating the matter in court;
- d. Employed agents, servants, workmen, and employees, who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiffs' expectations concerning the resolution of such claims.
- e. Recommended, referred or held out its agents, servants, workmen, and employees, to be competent insurance agents who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiff's expectations concerning the resolutions of such claims, as knowledgeable and experienced experts in insurance matters;
- f. Failed to promulgate sufficient rules, regulations and policies to ensure the delivery of competent insurance services, namely obtaining and maintaining proper and adequate automobile insurance coverage, including, but not limited to underinsured motorist coverage that provided for the resolution of disputed claims by arbitration;
- g. Failed to follow prescribed rules, regulations, policies and accepted insurance industry standards and procedures concerning the resolution of underinsured motorist disputes;
- h. Failed to take an active and continuing overview of its agents, servants, workmen, and employees, who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiffs' expectations concerning the resolution of such claims;

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- i. Staffed with unqualified personnel, namely, its agents, servants, workmen and employees, who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiffs' expectations concerning the resolution of such claims;
- j. Hired, employed or promoted its agents, servants, workmen and employees, who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiffs' expectations concerning the resolution of such claims;
- k. Permitted its agents, servants, workmen and employees, who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiffs' expectations concerning the resolution of such claims, to continue to work as an employee, agent, servant, workmen or representative, when defendants, knew or should have known that said employee, agent, servant, workmen or representative was unable or incapable of properly performing the requirements of their respective employment;
- l. Failed to establish procedures and programs to determine whether, its agents, servants, workmen and employees, who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiffs' expectations concerning the resolution of such claims, were fit and capable of properly performing the requirements of their respective employment;
- m. Permitted its agents, servants, workmen and employees, who failed and neglected to procure and maintain in full force and effect an automobile insurance policy with underinsured motorist coverage in accordance with the plaintiffs' expectations concerning the resolution of such claims, to make a sales presentation which misrepresents the benefits, conditions or terms of plaintiffs' insurance policy;

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- n. Failed to advise plaintiffs of important facts or policy or contract provisions related to the coverage at issue;
- o. Failed to exercise due care under the circumstances; and
- p. Failed to comply with the laws of the Commonwealth of Pennsylvania.

51. As a direct and proximate result of the negligence and carelessness of defendants, as described above, the plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband), have been forced to incur and will continue to incur expenses related to the trial of this matter, including, but not limited to the cost of videotaped depositions, discovery depositions, written discovery, discovery motions, pre-trial motions and filing fees.

WHEREFORE, the plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband) respectfully request that this Honorable Court grant judgment in their favor and against the defendants, individually, jointly and severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with compensatory damages, punitive damages, interest, costs of suit, attorney's fees, and such other relief as this Honorable Court deems just and proper.

COUNT III - BAD FAITH

**PLAINTIFFS, OANA D. LADAR AND FLORIN O. LADAR (wife & husband)
V. DEFENDANTS, NATIONWIDE MUTUAL INSURANCE COMPANY
AND NATIONWIDE MUTUAL FIRE INSURANCE COMPANY AND
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY AND
AND NATIONWIDE GENERAL INSURANCE COMPANY AND
NATIONWIDE INSURANCE COMPANY OF AMERICA**

52. The plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband), hereby incorporate by reference the averments contained in paragraphs 1 through 51 above, as the same were set forth fully herein.

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53. The actions of defendants in the handling of the plaintiffs' underinsured motorist claim constitute bad faith as defined under 42 Pa. C.S.A. § 8371 as follows:

- a. Failing to objectively and fairly evaluate the plaintiffs' claim;
- b. Engaging in dilatory and abusive claims handling;
- c. Failing to adopt or implement reasonable standards in evaluating plaintiffs' claim;
- d. Acting unreasonably and unfairly in response to plaintiffs' claim;
- e. Not attempting in good faith to effectuate a fair, prompt and equitable settlement of the plaintiffs' claim in which the defendants' liability under the policy had become reasonably clear;
- f. Subordinating the interest of its insured, the plaintiffs, to its own financial monetary interest;
- g. Failing to promptly offer payment to the plaintiffs;
- h. Failing reasonably and adequately to investigate the plaintiffs' claim;
- i. Failing reasonably and adequately to review the medical documents in the defendants' possession;
- j. Violating the fiduciary duty owed to the plaintiffs;
- k. Otherwise unreasonably and unfairly withholding underinsured motorist benefits justly due and owing to the plaintiffs;
- l. Deliberately delaying the arbitration in this matter;
- m. Compelling its insured to file suit and engage in litigation when a less costly and less time consuming method of resolving a dispute between the plaintiffs and defendant exists;
- n. Deliberately and intentionally acting in such a way as to obfuscate the arbitration process which is designed to provide a prompt, efficient and effective means for the resolution of underinsured motorist claims;
- o. Compelling the plaintiffs to litigate their claim to recover amounts due under the insurance policy;

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- p. Failing to make an honest, intelligent and objective settlement offer;
- q. Causing the plaintiffs to expend money on the presentation of her claim;
- r. Causing the plaintiffs to bear the stress and anxiety associated with litigation;
- s. Otherwise unreasonably and unfairly withholding underinsured motorist benefits justly due and owing to the plaintiffs.

54. As insurer of the plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband), the defendants owe a fiduciary contractual and statutory obligation to the plaintiffs.

55. At all relevant times, the plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband) fully complied with the terms and conditions of the policy and all conditions precedent and subsequent to her right to recover under the policy.

56. For the reasons set forth above, the defendants have violated the policy of insurance, their obligations as an insurer, have failed to act toward the plaintiffs in good faith and have violated 42 Pa. C.S.A. § 8371 for which defendants are liable for compensatory and punitive damages, together with interest, attorneys' fees and such other relief as the Court deems appropriate.

57. Defendants have engaged in wanton and reckless conduct with regard to the welfare, interest and rights of the plaintiffs, their insureds, and is liable for its bad faith conduct.

WHEREFORE, the plaintiffs, Oana D. Ladar and Florin O. Ladar (wife & husband) respectfully request that this Honorable Court grant judgment in their favor and against the defendants, individually, jointly and severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with compensatory damages, punitive damages, interest, costs of suit, attorney's fees, and such other relief as this Honorable Court deems just and proper.

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COUNT IV - LOSS OF CONSORTIUM

**PLAINTIFF, FLORIN O. LADAR
V. DEFENDANTS, NATIONWIDE MUTUAL INSURANCE COMPANY
AND NATIONWIDE MUTUAL FIRE INSURANCE COMPANY AND
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY
AND NATIONWIDE GENERAL INSURANCE COMPANY AND
NATIONWIDE INSURANCE COMPANY OF AMERICA**

58. The plaintiff, Florin O. Ladar, hereby incorporates by reference the averments contained in paragraphs 1 through 57 above, as the same were set forth fully herein.

59. The Plaintiff, The plaintiff, Florin O. Ladar, is the husband of plaintiff, Oana D. Ladar, and resides with her at the aforementioned address.

60. As a result of the negligence of the tortfeasor, Steven B. Irons, the plaintiff, Florin O. Ladar, has been caused to suffer the loss of services, companionship, affection and attention of his wife/plaintiff, Oana D. Ladar, and, accordingly brings this claim for loss of consortium.

WHEREFORE, the plaintiff, Florin O. Ladar, respectfully requests that this Honorable Court grant judgment in his favor and against the defendants, individually, jointly and severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with compensatory damages, punitive damages, interest, costs of suit, attorney's fees, and such other relief as this Honorable Court deems just and proper.

MAMMUTH & ROSENBERG

BY:

MARC S. ROSENBERG, ESQUIRE
Attorney for Plaintiffs, Oana D. Ladar
and Florin O. Ladar (wife & husband)

DATED: 5/21/19

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VERIFICATION

I, Oana D. Ladar, hereby state that I am the plaintiff in this action and verify that the statements made in the foregoing Complaint, are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Oana D. Ladar

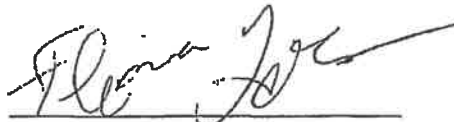
DATED: 05/10/19

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VERIFICATION

I, Florin O. Ladar, hereby state that I am the plaintiff in this action and verify that the statements made in the foregoing Complaint, are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Florin O. Ladar

DATED: 05/10/19

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PLAINTIFFS' EXHIBIT "A"

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Certification

I, Brett Sutton, as a duly authorized Nationwide Insurance associate entrusted with oversight of the system of record from which this copy was produced, based upon information and belief, certify under the penalty of perjury that this attached copy of policy 58 37 D 904802 was made at or near the time of certification, as part of regularly conducted business activities, and is a true and accurate copy of the official record kept as part of regular business activities.

Brett Sutton

Date: October 4, 2016

Signature

Brett Sutton

Print Name

Processor, Imaging

Title

L00246140193052819

Prepared on May 13, 2016

Page 1 of 2



Nationwide
is on your side

Frank A Imparato III
Downing Estate Historic B
165 Byers Rd
Chester Springs, PA 19425

Your Policy Renewal

Your bill is sent separately.
Nationwide Auto Policy
Policy Period: Jun 7, 2016 - Dec 7, 2016
Policy Number: 5837D 904802

Sign up for convenient,
automatic bill payment
with Nationwide Easy Pay.
To learn more, ask your
agent or log in to
nationwide.com/easypay.

Florin O & Oana D
Ladar
909 Kings Arms Dr
Downingtown, PA
19335-4137

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What's enclosed

- ✓ **Insurance Identification Cards** - Your ID cards are enclosed in this packet.
- ✓ **Declarations** - These pages show your coverages under this policy. Carefully review these details and call Frank A Imparato III at 610.458.8008 if you have questions or want to make changes.
 - **General Information**
 - **Coverage Details**
 - **Your Total Policy Premium**
- ✓ **Insurance Documents** - Please keep these documents for future reference.



How to Contact Us
Your Nationwide Agent
Customer Service
Internet
24-Hour Claims Reporting
Hearing Impaired (TTY)

Frank A Imparato III 610.458.8008
1.877.669.6877
Nationwide.com
1.800.421.3535
1.800.622.2421

2019-04902-TT

L00246140194052819

Prepared on May 13, 2016

Page 2 of 2


Nationwide
 is on your side

Important Reminders from Nationwide
NOTES:
Mandated Coverage Notice:

The laws of the Commonwealth of Pennsylvania, as enacted by the General Assembly, only require that you purchase Liability and First Party Medical Benefit coverages. Any additional coverage or coverages in excess of the limits required by law are provided only at your request as enhancements to basic coverages.

Premiums For Basic Mandatory Coverage At The Limited Tort Option:
Vehicle #1: 2011 Mitsubishi Lancer E

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 67.80
Property Damage Liability	\$ 5,000	\$ 92.70
Medical Benefits	\$ 5,000	\$ 44.50

Vehicle #2: 1998 Toyota 4runners

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 47.00
Property Damage Liability	\$ 5,000	\$ 78.60
Medical Benefits	\$ 5,000	\$ 26.20

Vehicle #3: 2007 Acura Mdx

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 46.70
Property Damage Liability	\$ 5,000	\$ 83.20
Medical Benefits	\$ 5,000	\$ 27.30

Fraud Warning Notice

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Your premium for this renewal is \$ 1,385.10. To maintain uninterrupted coverage, please pay your premium by the due date on the bill. This includes any change you may have made to your policy.

Thanks to five years of safe driving you're receiving the Accident Free discount.

Your credit report will only be ordered at the start of your policy with Nationwide unless you request an update. You may request a new credit-based insurance score once each year to be used to rate your policy. To request an updated insurance score, please contact us at 1-877-302-1833.

Great news! You have earned features that have been automatically added to this policy. We also want to tell you about a different Nationwide rating plan available in your state. This plan could possibly save you money and may or may not include the loyalty features that are included in this policy. Ask your agent for a free *On Your Side* Review.

Sign up for convenient, automatic bill payment with Nationwide Easy Pay. To learn more, ask your agent or log in to nationwide.com/easypay.

Manage your account, make a payment, check the status of a claim and receive your bill by email with online Account Access. Visit nationwide.com/manage - see how easy it can be.

If you had an accident, what would you drive while your car is being fixed? Nationwide offers coverage that reimburses you for rental car costs so you can stay on the road. For more information contact your agent.

Nationwide thanks you for your business. Our first priority is to serve you, our Customer.

Whether you have a claim, a question, a concern, or just need a convenient service, our *On Your Side* promise means we'll be there to serve your needs.

Thank you for choosing Nationwide. We value your business.

2019-04902-TT

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Prepared on: May 13, 2016

Page 1 of 6

Nationwide
is on your side**Your Policy Declarations**

Nationwide Auto Policy

Policy Period: Jun 7, 2016 - Dec 7, 2016

Policy Number: 5837D 904802

Policyholder (Named Insured):

Florin O & Oana D
Ladar
909 Kings Arms Dr
Downingtown, PA
19335-4137

Keep these Declarations for your records.

General Policy Information**Issued: May 13, 2016**

These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Period: June 7, 2016 - December 7, 2016 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Mutual Insurance Company, NAIC #23787.

IMPORTANT MESSAGES:

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

Premium Summary and Other Charges

2011 Mitsubishi Lancer E	\$	668.80
1998 Toyota 4runners	\$	243.60
2007 Acura Mdx	\$	462.70
Total For Policy Coverages	\$	10.00
Total Policy Premium		\$ 1,385.10

How You Saved on this Policy with Nationwide

- Passive Restraint
- Anti Theft Device
- Affinity
- Safe Driver
- Multi Car
- Accident Free
- Home & Car

Thank you for being a long-term customer.

Listed Driver(s)

Name	Date of Birth	Marital Status
Florin O Ladar	10/18/68	Married
Oana D Ladar	06/30/78	Married

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For coverage definitions and descriptions,
visit Nationwide.com

Prepared on May 13, 2016

Page 2 of 6

Your Policy Declarations

Nationwide Auto Policy

Policy Period: Jun 7, 2016 - Dec 7, 2016

Policy Number: 5837D 904802

Insured Vehicle(s) and Schedule of Coverages

2011 Mitsubishi Lancer E

VIN JA32U2FUXBU000598

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization Including Car Key Replacement Coverage	Actual Cash Value Less \$ 500	\$ 57.70
Collision and \$ 1,500 IN Customization Including Pet Injury Collision Coverage	Actual Cash Value Less \$ 500	\$ 296.90
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 105.70
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 107.30
Uninsured Motorists-Bodily Injury	(Non-Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 9.80
Underinsured Motorists-Bodily Injury	(Non-Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 36.20
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 44.50
Option 2-Income Loss Benefit	\$ 5,000 Total	
	\$ 1,000 Monthly	\$ 8.50
Option 3-Accidental Death Benefit	\$ 10,000	\$ 2.20
Limited Tort		
Vehicle Endorsements 3455A 3475		
Lienholder-Wells Fargo Dealer S	Lien Expires On Feb 20, 2018	
Total for this Vehicle		\$ 668.80



Continued on the next page

2019-04902-TT

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Prepared on: May 13, 2016

Page 3 of 6

Your Policy Declarations

Nationwide Auto Policy

Policy Period: Jun 7, 2016 - Dec 7, 2016

Policy Number: 5837D 904802

Insured Vehicle(s) and Schedule of Coverages (continued)**1998 Toyota 4runners**

VIN JT3HN86R4W0140316

Coverages	Limits of Liability	Premium
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 89.70
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 74.20
Uninsured Motorists-Bodily Injury	(Non-Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 9.80
Underinsured Motorists-Bodily Injury	(Non-Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 36.20
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 26.20
Option 2-Income Loss Benefit	\$ 5,000 Total \$ 1,000 Monthly	\$ 5.90
Option 3-Accidental Death Benefit	\$ 10,000	\$ 1.60
Limited Tort		
Total for this Vehicle		\$ 243.60

2007 Acura Mdx

VIN 2HNYD282X7H547172

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization Including Car Key Replacement Coverage	Actual Cash Value Less \$ 500	\$ 59.70
Collision and \$ 1,500 IN Customization Including Pet Injury Collision Coverage	Actual Cash Value Less \$ 500	\$ 154.00
Property Damage Liability	\$ 50,000 Each Occurrence \$ 100,000 Each Person	\$ 95.00
Bodily Injury Liability	\$ 300,000 Each Occurrence	\$ 73.80
Uninsured Motorists-Bodily Injury	(Non-Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 9.80

Continued on the next page

2019-04902-TT

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Prepared on May 13, 2016

Page 4 of 6

Your Policy Declarations

Nationwide Auto Policy

Policy Period: Jun 7, 2016 - Dec 7, 2016

Policy Number: 5837D 904802

Insured Vehicle(s) and Schedule of Coverages (continued)**2007 Acura Mdx**

VIN 2HNYD282X7H547172

Coverages	Limits of Liability	Premium
Underinsured Motorists-Bodily Injury	(Non-Stacked)	
	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 36.20
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 27.30
Option 2-Income Loss Benefit	\$ 5,000 Total	
	\$ 1,000 Monthly	\$ 5.50
Option 3-Accidental Death Benefit	\$ 10,000	\$ 1.40
Limited Tort		
Vehicle Endorsements 3455A 3475		
Total for this Vehicle		\$ 462.70

Policy Level Schedule of Coverages

Coverages	Limits of Liability	Premium
Roadside Assistance	Basic - Covers Disablement Up To 15 Miles/\$100 Lockout Endorsement 3436	\$ 10.00
Accident Forgiveness Feature - Currently Eligible To Use		Incl
Total for Policy Coverages		\$ 10.00

Policy Form and Endorsements

V-037B	Nationwide Auto Policy
V-3329	Amendatory Endorsement
V-3272	Limited Tort Option Election (Pennsylvania)
V-3457	Amendatory Endorsement (Pennsylvania)
V-3453	Amendatory Endorsement
V-3412	Automobile Insurance Guarantee (Pennsylvania)
V-3535	Amendatory Endorsement
V-3436	Roadside Assistance Coverage
CAS6813	Amendatory Endorsement - Benefits
V-3591	Amendatory Endorsement
V-3455A	Car Key Replacement Coverage
V-3475	Pet Injury Collision Coverage

Continued on the next page

2019-04902-TT

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Nationwide
It's on your side

Prepared on May 13, 2016

Page 5 of 6

Your Policy Declarations

Nationwide Auto Policy

Policy Period: Jun 7, 2016 - Dec 7, 2016

Policy Number: 5837D 904802

For Office Use Only: HP264310

11/12/15 \$ 0.00

Issued By: Nationwide Mutual Insurance Company

Countersigned At: Harrisburg, PA.

By: Frank A. Imparato III

How to Contact Us

Your Nationwide Agent

Customer Service

Internet

24-Hour Claims Reporting

Hearing Impaired (TTY)

Frank A. Imparato III 610.458.8008

1.877.669.6877

Nationwide.com

1.800.421.3535

1.800.622.2421

00646002058053



2019-04902-TT

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Prepared on May 13 2016

Page 6 of 6



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PLAINTIFFS' EXHIBIT "B"

2019-04902-TT

L00246140202052819

SP 7-0501TX-Driver Exchange
SP 7-0089TX-Non Reportable

Commonwealth of Pennsylvania

Non-Reportable Crash Record

INCIDENT NUMBER

PA 2016 371507

PA STATE POLICE - EMBREEVILLE

(610) 486-6280

DATE OF CRASH 06/29/2016	TIME OF CRASH 17:53 hrs.	DAY OF WEEK WEDNESDAY	COUNTY CHESTER	MUNICIPALITY CALN TWP
ROUTE # 0030	SEGMENT #	STREET SR 30 ONRAMP	STREET ENDING BYPASS	
PATROL ZONE	INVESTIGATOR 1 INVESTIGATOR SIGNATURE SHESKO, COLBY			BADGE NUMBER 12064
REVIEWER WINCHESTER, DWAYNE E			REVIEWER BADGE NUMBER 08729	APPROVAL DATE 9/22/2016
Latitude:	Degrees 40	Minutes 00	: Seconds 44	. Decimal 294
Longitude:	Degrees 75	Minutes 43	: Seconds 28	. Decimal 193
Location: ON EASTBOUND SR 30 ON RAMP AT ITS INTERSECTION WITH HORSESHOE PIKE				

UNIT # 001	DRIVER'S LAST NAME IRONS	FIRST NAME STEVEN	MI B	SUFFIX	DOB 10/04/1968	GENDER MALE	PHONE NUMBER (610) 640-1014
STREET ADDRESS 412 COUNTRY EDGE CIRCLE		CITY DOWNTOWN		STATE PA	ZIP CODE 19335		
LICENSE NUMBER 21803261		LICENSE STATE PA	CLASS B		EXPIRATION DATE 10/05/2019		
INSURANCE COMPANY TRAVELERS		POLICY NUMBER 9821385641011	POLICY EXPIRATION DATE 05/26/2016		INSURANCE CO. PHONE # (717) 561-1626		
OWNER'S LAST NAME OR BUSINESS NAME IRONS			FIRST NAME STEVEN	MI B	SUFFIX		
STREET ADDRESS 412 COUNTRY EDGE CIRCLE		CITY DOWNTOWN		STATE PA	ZIP CODE 19335		
VEHICLE YEAR 2014	MAKE FORD	MODEL F150					
VIN 1FTFX1EF1EKD56491	LICENSE PLATE # ZBN1854	STATE PA	VIOLATION (INCLUDING SECTION NUMBER): 0000 OTHER-SPECIFY IN NARRATIVE			DRIVER CHARGED? YES	

UNIT # 002	DRIVER'S LAST NAME LADAR	FIRST NAME OANA	MI D	SUFFIX	DOB 06/30/1978	GENDER MALE	PHONE NUMBER (215) 740-0251
STREET ADDRESS 909 KINGS ARMS DR		CITY DOWNTOWN		STATE PA	ZIP CODE 19335		
LICENSE NUMBER 25638353		LICENSE STATE PA	CLASS C		EXPIRATION DATE 07/01/2017		
INSURANCE COMPANY NATIONWIDE		POLICY NUMBER 5837D904802	POLICY EXPIRATION DATE 12/07/2016		INSURANCE CO. PHONE # (717) 652-2751		
OWNER'S LAST NAME OR BUSINESS NAME LADAR			FIRST NAME OANA	MI D	SUFFIX		
STREET ADDRESS 909 KINGS ARMS DR		CITY DOWNTOWN		STATE PA	ZIP CODE 19335		
VEHICLE YEAR 2007	MAKE ACURA	MODEL SDX					
VIN 2HNYD282X7H547172	LICENSE PLATE # HMY5873	STATE PA	VIOLATION (INCLUDING SECTION NUMBER):			DRIVER CHARGED?	

Crash Synopsis

On 062916 a 2 vehicle crash occurred on the eastbound 30 on ramp intersection with Sr 322 in Caln Twp Chester County. This crash occurred when Unit 1 failed to yield the right of way while turning left and was struck by unit 2. No injuries were reported.

2019-04902-TT

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PLAINTIFFS' EXHIBIT "C"

L00246140204052819

TRAVELERS

FANTANAROSA INS AGENCY
P O BOX 72219
THORNDALE PA 19372
00161

April 28, 2016

Policy Number 982138564 101 1
Policy Period 05/26/2016 - 11/26/2016
12:01 AM STANDARD TIME AT THE RESIDENCE PREMISES

STEVEN & MICHELE IRONS
412 COUNTRY EDGE CIR
DOWNTOWN PA 193354228

**Thank you
for your business!**

QUESTIONS? CONTACT US!

Thank you for trusting Travelers with your auto insurance. We're always available to assist you with questions, additional insurance needs, or claims.

The enclosed, personalized policy package was created just for you.

• Please review these materials for accuracy:

- Your insurance bill and return envelope
- Your auto renewal policy
- Your auto insurance identification card(s)
- Other important notices

• **Identification Cards.** You may need these cards as proof of insurance so keep them in a safe place in your vehicle, such as your glove box.

• **Claim Cards.** Use the handy claim cards below if you're ever in an accident. Simply break the card in half and give the right side to the other driver.

Please see reverse side for important information relating to Pennsylvania law.

On behalf of FANTANAROSA INS AGENCY, we thank you for your continued business.

Sincerely,

Michael Klein

Michael Klein
President
Personal Insurance

Policy questions or changes 1.610.384.2188
24 hour claim service 1.800.CLAIM33
1.800.252.4633
Billing and Payment Information . . . 1.800.550.7716
Online service mytravelers.com

PL-14511R PA 06-09

TRAVELERS

Call us immediately
to report your loss

800.252.4633
(800.CLAIM33)

We're here to help
24 hours a day, 365 days a year

Break in half.
(See other side.) →

FOR YOU

TRAVELERS

Call us immediately
to report your loss

800.252.4633
(800.CLAIM33)

We're here to help
24 hours a day, 365 days a year

← Break in half.
(See other side.)

FOR OTHER DRIVER

TRAVELERS

Call us immediately
to report your loss

800.252.4633
(800.CLAIM33)

We're here to help
24 hours a day, 365 days a year

Break in half.
(See other side.) →

FOR YOU

TRAVELERS

Call us immediately
to report your loss

800.252.4633
(800.CLAIM33)

We're here to help
24 hours a day, 365 days a year

← Break in half.
(See other side.)

FOR OTHER DRIVER

L00246140205052819

Please note the following:

AUTOMOBILE INSURANCE IDENTIFICATION CARD INFORMATION

- Your automobile insurance identification card indicates that your policy provides at least the minimum coverage required by Pennsylvania's Financial Responsibility law.
- One ID card is enclosed for each vehicle on your policy. Keep the card in the glove compartment of your car. This card must be shown when requested by any law enforcement official. The ID card information may also be used for vehicle registration and replacing license plates. If your liability policy is not in effect, the card is no longer valid.
- You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the ID card fraudulently such as using the card as proof of financial responsibility after the insurance policy is terminated.

If you suspect FRAUD on any policy or claim, call the Travelers 24-hour hotline (800)-6-FRAUD-0. Help us fight fraud.

- Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Thank you for insuring with Travelers.

FOR OTHER DRIVER

This insurance card has been provided by a Travelers customer. Please call us at 800.252.4633 for claim service.

Claim professionals are available to take your notice of loss 24 hours a day, 365 days a year.

982130564 101 1

TRAVELERS CUSTOMER POLICY NUMBER

FOR YOU

If you are in an auto accident:

1. Snap this card in two and provide the right side to the other driver.
2. Get the license plate number of the other driver's vehicle.
3. Call Travelers immediately at 800.252.4633.

OTHER DRIVER'S LICENSE PLATE NUMBER

982130564 101 1

YOUR POLICY NUMBER

FOR OTHER DRIVER

This insurance card has been provided by a Travelers customer. Please call us at 800.252.4633 for claim service.

Claim professionals are available to take your notice of loss 24 hours a day, 365 days a year.

982130564 101 1

TRAVELERS CUSTOMER POLICY NUMBER

FOR YOU

If you are in an auto accident:

1. Snap this card in two and provide the right side to the other driver.
2. Get the license plate number of the other driver's vehicle.
3. Call Travelers immediately at 800.252.4633.

OTHER DRIVER'S LICENSE PLATE NUMBER

982130564 101 1

YOUR POLICY NUMBER

2019-04902-TT

00148600161 F3116C55 6823 04/28/16

**PENNSYLVANIA FINANCIAL RESPONSIBILITY
IDENTIFICATION CARD**

NAIC Code Company:
27998 THE TRAVELERS HOME AND MARINE INSURANCE COMPANY
Agent Policy Number Effective Date
0A0779 982138564 101 1 05/26/16
Not valid more than 6 months from effective date

Year Make/Model Vehicle Identification Number
13 NISSA / MURANO S/S JNBAAZ1MW5DW306701

Agent
FANTANAROSA INS AGENCY
P O BOX 72219
THORNDALE PA 19372

Insured
STEVEN & MICHELE IRONS
412 COUNTRY EDGE CIR
DOWNINGTOWN PA 193354228

Rev. 12-13 See Important Notice On Reverse Side



**PENNSYLVANIA FINANCIAL RESPONSIBILITY
IDENTIFICATION CARD**

NAIC Code Company:
27998 THE TRAVELERS HOME AND MARINE INSURANCE COMPANY
Agent Policy Number Effective Date
0A0779 982138564 101 1 05/26/16
Not valid more than 6 months from effective date

Year Make/Model Vehicle Identification Number
14 FORD / F-150 SUPER 1FTFX1EF1EKD56493

Agent
FANTANAROSA INS AGENCY
P O BOX 72219
THORNDALE PA 19372

Insured
STEVEN & MICHELE IRONS
412 COUNTRY EDGE CIR
DOWNINGTOWN PA 193354228

Rev. 12-13 See Important Notice On Reverse Side



2013-04902-27

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IN CASE OF AN ACCIDENT Contact the police or call 911 if necessary. Call Travelers immediately to report the accident or claim toll free at 1-800-252-4633.

For each driver, passenger or witness involved, get their name and contact information, as well as vehicle license plate number and state.

FOR POLICY SERVICE CALL 610-384-2188

IMPORTANT NOTICE Regarding your Financial Responsibility Insurance Identification Card: Travelers is required by PA law to send you an ID card. The ID card shows that an insurance policy has been issued for the vehicle described satisfying the financial responsibility requirements of the law. If you lose the card, contact Travelers or your insurance representative for a replacement. The ID card information may be used for vehicle registration and replacing license plates. If your liability insurance policy is not in effect, the ID card is no longer valid. You are required to maintain financial responsibility on your vehicle. It is against PA law to use the ID card fraudulently such as using the card as proof of financial responsibility after the insurance policy is terminated.

This card must be carried for production upon demand. It is suggested that you carry this card in the insured vehicle.

WARNING: Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this State without the required financial responsibility may have his registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN: (1) You are involved in an auto accident. (2) You are convicted of a traffic offense other than a parking offense, that requires a court appearance. (3) You are stopped for violating any provision of 75 Pa.C.S. (relating to the Vehicle Code) and requested to produce it by a police officer. You must provide a copy of this card to the Dept. of Transportation when you request restoration of your operating privilege and/or registration privilege which has been previously suspended or revoked.

TO GET ROADSIDE ASSISTANCE CALL TOLL FREE 1-800-252-4633.

IN CASE OF AN ACCIDENT Contact the police or call 911 if necessary. Call Travelers immediately to report the accident or claim toll free at 1-800-252-4633.

For each driver, passenger or witness involved, get their name and contact information, as well as vehicle license plate number and state.

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TO GET ROADSIDE ASSISTANCE CALL TOLL FREE 1-800-252-4633.

2019-04903-TT

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L00246140208052819


TRAVELERS

Continuation Declarations

STEVEN & MICHELE IRONS
412 COUNTRY EDGE CIR
DOWNTOWN PA 193354228

Your Agency's Name and Address
FANTANAROSA INS AGENCY
P O BOX 72219
THORNDALE PA 19372

Your Policy Number 982138564 101 1
Your Account Number 982138564

For Policy Service Call 610.384.2188
For Claim Service Call 1.800.CLAIM33

Your Total Premium for the Policy Period is \$1,085.00.
The policy period is from May 26, 2016 to November 26, 2016.

- 1. 2013 NISSA MURANO S/S**
2. 2014 FORD F-150 SUPE

Identification Numbers
JN8AZ1MW5DW306701
1FTFX1EF1EKD56493

Insurance is provided only where a premium is shown for the coverage.

*IF COLLISION COVERAGE IS PROVIDED UNDER THIS POLICY, COVERAGE EXTENDS TO VEHICLES WHICH YOU RENT FOR 30 DAYS UNDER A RENTAL CAR COVERAGE AGREEMENT. PLEASE REMEMBER THAT COLLISION COVERAGE DOES NOT PAY FOR LOSS OF USE. PLEASE CONTACT YOUR TRAVELERS AGENT OR REPRESENTATIVE IF YOU HAVE QUESTIONS. IF YOU DO NOT CARRY COLLISION INSURANCE, THIS POLICY DOES NOT PAY FOR DAMAGE TO RENTAL VEHICLES. *

VEHICLE 1 VEHICLE 2

13 NISSA 14 FORD
MURANO S/S F-150 SUPE

A.	Bodily Injury			
	\$100,000 each person.....	\$	76	\$ 73
	\$300,000 each accident			
B.	Property Damage			
	\$100,000 each accident.....	\$	85	\$ 86

Continued on next page

L00246140209052819

TRAVELERS

Vehicle Description (continued)

13 NISSA 14 FORD
MURANO S/S F-150 SUPE

D6.	Uninsured Motorists (Bodily Injury) Stacked \$100,000 each person.....	\$ 12	\$ 12
	\$300,000 each accident See Endorsement A37045		
D8.	Underinsured Motorists (Bodily Injury) Stacked \$100,000 each person.....	\$ 62	\$ 62
	\$300,000 each accident See Endorsement A37045		
E.	Collision Actual Cash Value less.....	\$ 166	\$ 150
	\$500 deductible		
F.	Comprehensive (Other than Collision) Actual Cash Value less.....	\$ 103	\$ 126
	\$100 deductible		
G.	Extended Transportation Expense \$50 per day/\$1,500 maximum.....	\$ 16	\$ 16
QA.	First Party Benefits Coverage Limited Tort Option.....	\$ 16	\$ 12
	See Endorsement A37021		
	Roadside Assistance Coverage 15 miles	\$ 6	\$ 6
	See Endorsement A00450		
Subtotals for your vehicles.....		\$ 542	\$ 543
Total Premium for this policy.....			\$ 1,085

Continued on next page

L00246140210052819

TRAVELERS

Named Insured STEVEN & MICHELE IRONS
 Policy Number 982138564 101 1
 Policy Period May 26, 2016 to November 26, 2016.
 Issued On Date April 28, 2016

Discounts and Advantages

Paid in Full Discount

Accident Forgiveness

Travelers Homeowners Customer

Travelers Homesaver Customer

Multiple Cars on Policy

New Car Discount 14 FORD
 F-150 SUPE

Anti-Theft Discount 14 FORD 13 NISSA
 F-150 SUPE MURANO S/S

Passive Restraint Discount 14 FORD 13 NISSA
 F-150 SUPE MURANO S/S

Drivers	DATE OF BIRTH	SEX	MARITAL STATUS
1. STEVEN	10-04-68	Male	Married
2. MICHELE	12-03-71	Female	Married

Vehicles	USE OF VEHICLE	LOCATION OF VEHICLE
1. 13 NISSA MURANO S/S	Commute	DOWNTOWN PA
2. 14 FORD F-150 SUPE	Pleasure	DOWNTOWN PA

Good news! We applied Accident Forgiveness to this policy renewal, which gets you a better price. Accident Forgiveness helps keep your rates from going up just because of an accident. To qualify* for Accident Forgiveness again, your policy must be free of accidents and major violations for 5 years.

*Eligibility and qualification may vary by state.

Continued on next page

L00246140211052819

TRAVELERS 

It is important that the above information is correct to ensure that your policy is properly rated. If there are errors or changes to this information, please notify your Travelers representative immediately.

Loss Payees

13 NISSA MURANO S/S	NISSAN INFINITY LT
VIN # JN8AZ1MW5DW306701	915 L ST PMB/C 436
	SACRAMENTO, CA 95814

14 FORD F-150 SUPE	TRUMARK FCU
VIN # 1FTFX1EF1EKD56493	PO BOX 25202
	FORT WORTH, TX 76124

Additional Insured

Additional Insured - See Endorsement A00011

13 NISSA MURANO S/S	NISSAN INFINITY LT
VIN # JN8AZ1MW5DW306701	915 L ST PMB/C 436
	SACRAMENTO CA 95814

Your Insurer

The Travelers Home and Marine Insurance Company
One Tower Square, Hartford, CT 06183

Policy Endorsements

A37014 Amendment of Policy Provisions - Pennsylvania
A37021 First Party Benefits Coverage - Pennsylvania
A37045 Uninsured/Underinsured Motorists Endorsement - Pennsylvania
A00011 Additional Insured
A00450 Roadside Assistance Coverage

Policy Edition	8	Policy Form	101	Issued on	04/28/16
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Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your Travelers representative.

Continued on next page

L00246140212052819



Named Insured STEVEN & MICHELE IRONS
Policy Number 982138564 101 1
Policy Period May 26, 2016 to November 26, 2016.
Issued On Date April 28, 2016

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

You may be eligible for a policy in a newer product from another of our Travelers companies. How we determine the price for a policy is done differently for the newer product. For example, we may use new criteria or use the existing criteria, such as car and driver information, in a different manner. A new product policy might cost you less or more than what you now pay. The newer product and your current products may also have different policy language, features or coverage options. On the newer product, we may pay agents different compensation than on your current policy; for information visit www.travelers.com/about-us/spotlight/docs/pi_auto_disclosure.pdf. You may continue with your current policy, or you may request a policy in the new program. Contact your agent or Travelers representative to discuss whether a different Travelers auto insurance policy is right for you.

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 9821385641011 and product code AQ1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

**YOU MAY PURCHASE UNINSURED AND/OR UNDERINSURED MOTORISTS COVERAGE
AT ANY AVAILABLE LIMITS FROM \$15,000/\$30,000 UP TO YOUR BODILY
INJURY LIABILITY LIMITS. YOU MAY REJECT THESE COVERAGES ENTIRELY.**

L00246140213052819

IMPORTANT NOTICE

**Pennsylvania Surcharge Disclosure Statement
Notice of Tort Options
Notice of Premium Discounts**

Pennsylvania Surcharge Disclosure Statement:

In accordance with Pennsylvania law we are providing you with the circumstances and conditions under which a surcharge would apply, the estimated increase for the surcharge per policy period per policyholder, and the number of years a surcharge would be in effect, if applicable.

Driver points, during the experience period, are accumulated for each operator in the household. The experience period is the three years immediately preceding the effective date of application, or the preparation of the continuation or renewal.

Driver points are used in conjunction with other driver variables to determine the highest ranked drivers. The highest ranked drivers equal to the number of eligible vehicles are then used to determine the average driver factor for the policy. For a Named Non-Owner policy or a Miscellaneous Vehicle only policy, we use the highest ranked driver only.

The average driver factor is applied to the following coverages: Bodily Injury, Property Damage, Single Limit Liability, First Party Benefits, Increased First Party Benefits, Extraordinary Medical Benefit, Medical Payments, Comprehensive and Collision.

Driver points for all drivers on the policy, other than drivers insured elsewhere, are also totaled and used with another rating variable. This factor is used in the rating of Bodily Injury, Property Damage, Single Limit Liability, First Party Benefits, Increased First Party Benefits, Extraordinary Medical Benefit, Medical Payments, Comprehensive, Collision, Uninsured Motorists Coverage and Underinsured Motorists Coverage.

In addition, once a policy has earned Safe Driver Advantage, driver points for all drivers on the policy, other than drivers insured elsewhere, are used to determine if the policy remains eligible for the discount at each renewal/continuation. Loss of the discount at renewal can increase the policy premium between 0 and 11%.

Points are accumulated for Convictions and At Fault accidents as follows:

Convictions:

Points are accumulated for convictions occurring during the experience period for motor vehicle violations of the applicant or any other resident operator. Violations are categorized as outlined below:

A) Major Convictions for which points are assigned for each conviction:

- 1) Driving under the influence: driving while intoxicated or under the influence of drugs
- 2) Refusal to take a sobriety test
- 3) Attempting to elude officer: eluding or attempting to elude a police officer
- 4) Failure to stop and report an accident when involved in an accident
- 5) Gross negligence/manslaughter; homicide or assault arising out of the operation of a motor vehicle
- 6) The accumulation of points under a State Point System or a series of convictions requiring the filing of evidence of Financial Responsibility under any Financial Responsibility Law as of the effective date of the policy
- 7) Illegal use of license/driving while suspended: driving while license is suspended or revoked; using stolen license
- 8) Operating a motor vehicle without the owner's permission
- 9) Loaning a license to unlicensed person

L00246140214052819

- 10) Failure to stop for a school bus: failure to stop or yield for a school bus as required
- 11) Reckless driving: driving a motor vehicle in a reckless manner
- 12) Racing: engaging in a speed contest
- 13) Suspension/Revocation: suspension or revocation of a license as a result of a conviction unless the suspension is the result of a single 1535 violation.
- 14) Single incident requiring a Financial Responsibility filing

We assess a surcharge of approximately 59% for each major conviction.

B) Conviction resulting from any other moving traffic violation not assigned a point value elsewhere in this rule, and such conviction is the second or subsequent conviction by any one insured recorded under the policy that has not been assigned a point value above. These include:

1) Lesser speeding convictions

- 1-5 miles per hour over the posted speed limit
- 6-10 miles per hour over the posted speed limit
- 11-15 miles per hour over the posted speed limit
- 16-20 more miles per hour over the posted speed limit

We assess a surcharge of approximately 22% for each lesser speeding conviction.

2) Minor convictions

- Illegal turning
- Stop Sign/Red Light: Running through a red light or stop sign.
- Passing violations
- Other Miscellaneous Minor violations

We assess a surcharge of approximately 31% for each minor conviction.

3) Major convictions

- Careless Driving
- Speeding 21 or more miles over the posted speed limit.

We assess a surcharge of approximately 59% for each of these major convictions.

C) At Fault Accidents

Points shall be assigned for each accident that occurred during the experience period, involving the applicant or any current resident operator, while operating an auto.

1) Points are assigned for each auto accident that results in a paid claim for:

- a) \$1,050 or more damage to property, bodily injury or death if such accident occurred on or after July 1, 2002, but prior to July 1, 2005, or
- b) \$1,150 or more damage to property, bodily injury or death if such accident occurred on or after July 1, 2005, but prior to July 1, 2008, or 2,000 or more damage to property, bodily injury or death if such accident occurred on or after July 1, 2008.

2) Points are assigned if, during the experience period there were two or more accidents that result in paid claims and the accidents have not been assigned a point under 1) above and the accidents in total resulted in damage to property, bodily injury, or death of:

- 1) \$1,050 or more, if at least one accident occurred on or after July 1, 2002, but none occurred on or after July 1, 2005 or

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- 2) \$1,150 or more, if at least one accident occurred on or after July 1, 2005, but none occurred on or after July 1, 2008 or
- 3) \$2,000 or more, if at least one accident occurred on or after July 1, 2008.

We assess a surcharge of approximately 39% for each at fault accident above the threshold and for a combination of minor at fault accidents once they in total pierce the threshold.

EXCEPTIONS:

1. No points are assigned for accidents incurred by an operator demonstrated to be a named insured or a principal operator of an auto under a separate policy; and
2. No points are assigned for accidents occurring under the following circumstances.
 - a) auto lawfully parked (if the parked vehicle rolls from the parked position then any such accident is charged to the person who parked the auto); or
 - b) the applicant, owner or other resident operator is reimbursed by, or on behalf of a person who is responsible for the accident or has judgment against such person equal to at least 60% of the total amount of the paid claim; or
 - c) auto is struck in the rear by another vehicle and the applicant or other resident operator has not been convicted of a moving traffic violation in connection with this accident; or
 - d) operator of the other auto involved in the accident was convicted of a moving traffic violation and the applicant or resident operator was not convicted of a moving traffic violation in connection with the accident; or
 - e) auto operated by the applicant or any resident operator is struck by a "hit-and-run" vehicle, if the accident is reported to the proper authorities within 24 hours by the applicant or resident operator; or
 - f) accidents involving damage by contact with animals or fowl; or
 - g) accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects; or
 - h) accidents occurring when using auto in response to an emergency if the operator of the auto at the time of the accident was a paid or volunteer member of any police or fire department, first aid squad, or any law enforcement agency. This exception does not include any accident occurring after the auto ceases to be used in response to such emergency; or
 - i) accidents resulting in an amount being paid on behalf of an insured under a First Party Medical Claim only incurred on or after July 1, 1990; or
 - j) accidents, incurred on or after July 1, 1990, resulting in an amount being paid on behalf of an insured only under Basic, Added or Combination First Party Benefits coverage, or under Extraordinary Medical Benefits coverage.

D. At Fault Accident With BI: an accident meets the criteria in C.1) above and there was bodily injury damages paid as a result of the accident.

E. At Fault Accident Without BI: an accident meets the criteria in C.1) above but there was no bodily injury damages paid in the accident.

F. If two or more accidents meet the criteria in C. 2) above, we will count the accidents starting with the oldest accident in the experience period. Once the dollars paid or reserved for two or more accidents equal or exceed the threshold, we will use the characteristics of the most recent accident in the group to determine if the accident is an At Fault Accident With BI or an At Fault Accident Without BI and apply the points to the point accumulation for the driver involved in that accident. We will then repeat the process for any remaining accidents under the threshold.

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G. Months Since Most Recent Incident: for each driver the number of months prior to the effective date of the new business policy or continuation that the last at fault accident occurred and the last conviction occurred.

H. Refund of Surcharged Premium

If point(s) have been assigned in accordance with one of the following situations, the Company shall refund the insured the increased portion of the premium generated by the point(s). All such refunds shall be the portion of the premium due to the surcharge for all policy periods since the inception of the surcharge.

- 1) If points are assigned as a result of an accident and it is subsequently learned that the accident falls under one of the exceptions enumerated in this rule.
- 2) If points are assigned as the result of a conviction and the conviction is ultimately reversed.
- 3) If points are assigned through mistake, carelessness, misinformation or other error.

Notice of Tort Options

The laws of the Commonwealth of Pennsylvania give you the right to choose either of the following two tort options:

- 1) "Limited Tort" Option - This form of insurance limits your right and the rights of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of "serious injury", as set forth in the policy or unless one of several other exceptions noted in the policy applies.
- 2) "Full Tort" Option - This form of insurance allows you to maintain an unrestricted right for yourself and other members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out of pocket expenses and may also seek financial compensation for pain and suffering or other nonmonetary damages a result of injuries caused by other drivers.

If you wish to change the tort option that currently applies to your policy, you must notify your agent, broker or company and request and complete the appropriate form.

Notice of Premium Discounts

If your vehicle is equipped with passive seatbelts or airbags, you are entitled to a discount of the First Party Benefits Coverage portion of your policy. Passive seatbelts are those which automatically fasten without any action by the driver or front seat passenger.

If your vehicle is equipped with a passive anti-theft device you are entitled to a discount on your comprehensive coverage. Passive anti-theft devices are systems installed which are activated automatically when the driver turns the ignition key to the off position. This does not include an ignition interlock provided as a standard feature by the manufacturer.

If all named insureds age 55 or older have successfully completed a driver improvement course approved by Penn-DOT, you may be eligible for a premium credit.

If you have property coverage insured with us, you may be eligible to receive a premium discount.

Please contact your agent or insurance representative for information on these premium discounts.

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IMPORTANT NOTICE ABOUT BILLING OPTIONS AND DISCLOSURES

This notice contains important information about our billing options and fees for policy number 982138564 101 1.

You have chosen to pay your insurance premium in full and will be billed by mail / email. Other charges that may apply include a \$10.00 late charge and a \$20.00 fee for payments returned by your bank.

If your billing needs change, you may pay your premium by:

<u>Bill Plan</u>	<u>Monthly</u>	<u>Lump Sum</u>
Electronic Funds Transfer (EFT)	\$ 1.00	No Charge
Recurring Credit Card (RCC)	\$ 1.00	No Charge
Bill by Mail / Email	\$ 5.00	No Charge
Late Charge: \$10.00 per occurrence		
Payments returned by your bank: \$20.00 per occurrence		

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

Visit www.amp.travelers.com if you would like to enroll in our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plan.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at 610-384-2188.

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PLAINTIFFS' EXHIBIT "D"

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Mammuth & Rosenberg
Page 1 of 1

Date prepared June 15, 2018
Notice of loss date June 30, 2016
Claim number 332188-GD
Policy number 5837D 904802
Questions? Contact Claims Associate
Kimberly Hardy
HARDYK2@nationwide.com
Phone 267-416-3612
Fax 866-480-3367

Mammuth & Rosenberg
401 East City Avenue
Suite 122
Bala Cynwyd, PA 19004
Attn: Edward Carr

Claim details

Insurer: Nationwide Mutual Insurance Company
Policyholder: FLORIN O & OANA D LADAR
Claimant: Oana I adar
Claim number: 332188-GD
Loss date: June 29, 2016

Dear Mr. Carr,

This letter confirms that Nationwide is waiving its right to subrogation and is granting you consent to settle the insured third party injury claim with Travelers Insurance.

Our records indicate Travelers insures the tort fonsor Steven Irons.

For more information

If you have any questions or concerns, please contact me at 267-416-3612 or HARDYK2@nationwide.com.

Sincerely,

Kimberly Hardy
Nationwide Mutual Insurance Company
PO Box 182068
Columbus, OH 43218-2068

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

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Mammuth & Rosenberg

ATTORNEYS AT LAW

401 EAST CITY AVENUE

SUITE 122

BALA CYNWYD, PA 19004-1122

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One Nationwide Plaza
Columbus, OH 43215

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